<u>WORK FOR HIRE AGREEMENT</u>

THIS WORK FOR HIRE AGREEMENT (this "Agreement"), dated as of _____, is entered into by and between gnuGrid SPC, a Washington State Special Purpose Corporation (the "Company"), having a principal place of business at 7014 16th AVE NW Seattle WA 98117 and ThinVoid LTD, an individual, having a principal place at 2ND floor Mateeka House, Naguru – Kampala, Uganda, Tel: +256393515221, Email: email@thinvoid.com (the "consultant").

<u>RECITAL</u>

The Company wishes to engage the Consultant to provide services on the terms set forth herein, and the Consultant is willing to provide such services on such terms.

NOW, THEREFORE, IT IS AGREED:

1.   <u>Duties and Services</u>. The Consultant shall provide such services as described on <u>Exhibit A</u>, and such other services as may be mutually agreed upon by the parties from time to time (the "Services"). Performance of the Services shall be governed by the terms and conditions of this Agreement.

2.   <u>Term and Termination</u>. This Agreement shall continue in effect and govern the terms and conditions of the Services until terminated by either party upon fifteen (15) days' prior written notice.

3.   <u>Compensation</u>. Compensation for the Services to be provided hereunder, and conditioned upon Consultant's performance of such services, the Consultant shall be entitled to payment as laid out in <u>Exhibit B</u>.

4.   <u>Independent Contractor</u>. The Consultant's relationship with the Company is that of an independent party, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Accordingly, the Consultant will not be entitled to any of the benefits that Company may make available to its employees.

5.   <u>Inventions</u>.

        (a)   <u>Company Inventions</u>. All designs, artwork, improvements, inventions, works of authorship, information fixed in any tangible medium of expression, moral rights, trademarks, know-how, ideas, and all other subject matter protectable under patent, copyright moral right, mask work, trademark, trade secret or other laws ("Inventions"), made, conceived or developed by the Consultant, alone or with others, which result from the Services or any other services provided by the Consultant from the first day of engagement by the Company, together with all related intellectual property rights, shall be the sole property of the Company ("Company Inventions").

        (b)   <u>Out-of-Scope Inventions</u>. If the Consultant incorporates any Inventions relating in any way to Company's business or demonstrably anticipated research or development that were conceived, reduced to practice, created, derived, developed or made by the Consultant either outside the scope of the Consultant's work for the Company under this Agreement or prior to the execution of this Agreement (collectively, the "Out-of-Scope Inventions") into any of the Company Inventions,

Consultant hereby grants to the Company a royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Out-of-Scope Inventions that Consultant incorporates, or permits to be incorporated, in any Company Inventions. The Consultant agrees that the Consultant will not incorporate, or permit to be incorporated, any Inventions conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Inventions into any Company Inventions without Company's prior written consent.

        (c)   Assignment, Disclosure and Assistance. The Consultant agrees to promptly disclose to the Company every Company Invention. The Consultant hereby assigns and agrees to assign to the Company or its designee its entire right, title and interest worldwide in all such Company Inventions and any associated intellectual property rights. The Consultant agrees to assist the Company in any reasonable manner to obtain and enforce for the Company's benefit patents, copyrights, maskworks, and other property rights in such Company Inventions in any and all countries, and the Consultant agrees to execute, when requested, patent, copyright or similar applications and assignments to the Company and any other lawful documents deemed necessary by the Company to carry out the purpose of this Agreement.

      6.   Confidential Information.

        (a)   Definition of Confidential Information. "Confidential Information" as used in this Agreement shall mean the trade secrets, know-how and other proprietary information of the Company or other third parties, and includes, without limitation, processes, equipment, information related to the current, future and proposed products and services of the Company, information concerning research and development, financial information, and business forecasts.

        (b)   Nondisclosure and Nonuse Obligations. Except as permitted in this paragraph, the Consultant shall not use, disclose or disseminate the Confidential Information of the Company. The Consultant may use the Confidential Information of the Company solely to perform its obligations under this Agreement for the benefit of the Company. The Consultant will exercise the same degree of care as it takes to protect its own confidential information, but in no event less than reasonable care.

        (c)   Injunctive Relief. It is understood and agreed that money damages would be not be a sufficient remedy for a breach of the Consultant's confidentiality obligations under this Agreement and that the Company shall be entitled to injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of the Consultant's obligations under this section, but will be in addition to all other available legal or equitable remedies.

        (d)   Exclusions from Nondisclosure and Nonuse Obligations. The Consultant's obligations under this Section 6 with respect to any portion of the Confidential Information of the Company shall not apply to any such portion that the Consultant can demonstrate (i) was in the public domain at or subsequent to the time such portion was communicated to the Consultant by the Company though no fault of the Consultant, or (ii) was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to the Consultant by the Company. A disclosure of Confidential Information by the Consultant either in response to a valid order by a court of other governmental body, otherwise required by law, or necessary to establish the rights of either party under this Agreement shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Consultant shall provide

prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent such disclosure.

7.   Ownership and Return of Company Property. All materials furnished to the Consultant by the Company, whether delivered to the Consultant by the Company or made by the Consultant in the performance of services under this Agreement (collectively, the "Company Property") are the sole and exclusive property of the Company, and the Consultant hereby does and will assign to the Company all rights, title and interest the Consultant may have or acquire in the Company Property. At the Company's request and no later than five (5) days after such request, the Consultant shall, at the Company's option, destroy or deliver to Company (i) all Company Property, (ii) all tangible media of expression in the Consultant's possession or control that incorporate or in which are fixed any Confidential Information of the Company, and (iii) written certification of the Consultant's compliance with the Consultants obligations under this sentence.

8.   No Violation of Third Party Rights. The Consultant shall not communicate any information to the Company in violation of the proprietary rights of third parties.

9.   Warranty. The Consultant shall perform the Services under this Agreement in a workmanlike and commercially reasonable manner, with a standard of diligence and care normally employed by qualified persons in the performance of comparable work in the same or similar locality. The Consultant shall devote sufficient effort and resources to the performance of the Services and shall be responsive to the Company's reasonable needs and requests in so doing. The Consultant warrants that there is no other contract or duty on the Consultant's part that conflicts with or is inconsistent with this Agreement. Consultant will comply with all applicable specifications, laws, ordinances, rules, regulations, orders, licenses, permits and other contractual or governmental requirements.

10.   Miscellaneous.

(a)   Successors and Assigns. The Consultant may not subcontract or otherwise delegate the Consultant's obligations under this Agreement without the Company's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of the Company's successors and assigns, and will be binding on the Consultant's assignees.

(b)   Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

(c)   Governing Law. This Agreement shall be governed in all respects by the laws of the State of Washington, without giving effect to conflicts of law principles. Venue for any dispute arising under this Agreement will lie exclusively in the state or federal courts located in the state of Washington.

(d)   Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve as nearly as possible

the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(e)   Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and is not intended to confer upon any party other than the parties hereto any rights or remedies hereunder.

(f)   Waiver; Amendment; Modification. No term or provision hereof will be considered waived by the Company, and no breach excused by the Company, unless such waiver or consent is in writing signed by the Company. The waiver by the Company of, or consent by the Company to, a breach of any provision of this Agreement by the Consultant, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the Consultant. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

(g)   Survival. The rights and obligations contained in this Agreement, which by their nature require performance following termination, shall survive any termination or expiration of this Agreement.

(h)   Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

 "COMPANY"   "Consultant"

gnuGrid SPC

By: By:

Name: James Dailey   Name: Joseph Kaizzi Kasoro, Director

Its: Director

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EXHIBIT A
PayGo and energy sensing configurations:
Introduction:
Prepayment or pay-as-you-go/use (PayGo) is a term that has been adopted in the recent model of payment arrangements. Different service providers such as telecoms are using this method to sell off products to low income earning populations. This approach is more affordable and friendly, especially with the end-users. The term "PayGo" was adopted in the solar Industry 10 years ago. This method has also become an integral part in enabling the purchase of solar kits on hire purchase or loan basis to people who do not have a regular inflow of income.

The fact that most of the products are sold to random people/customers before a conventional vetting process is made and no collateral security is taken in exchange, solar companies have opted to consider implanting GSM modems to facilitate the logic of switch ON/OFF as a way to remind the customer to make payments and follow through the agreed repayment plan or schedule. The GSM can be programmed to perform additional functionalities such as tampering alerts and real-time tracking/location.

GSM development Scope of Work:
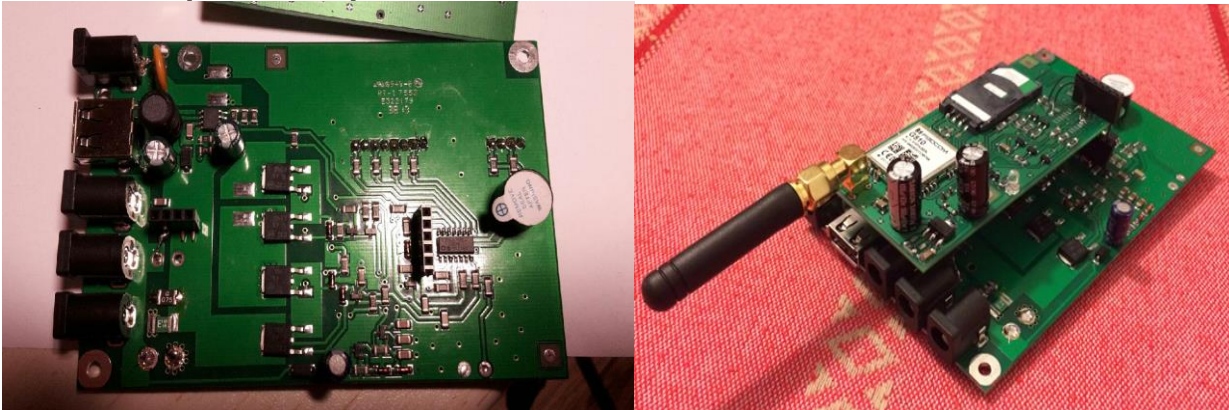
1. Manually implant the GSM modem onto the solar PCB. The first 20 solar GSM modems will be implanted onto the solar PCBs by the consultants. However, the solar company individual technicians will be trained to take on this role afterwards.
2. Program the GSM modem to receive SMS.
3. Integrate the GSM modem with the solar kit and change the firmware of the solar kit, add an option to switch off the solar kit output without any relay only using the software.
4. Integrate solar kit PCB with GSM to be working with the web service.
5. Build the logic using the firmware to send SMS/Code to switch off the solar kit automatically
6. The logic that sends a code/SMS to switch off the solar kit just after tamper conditions (opening any cover, manipulating, stealing PV, covering the unit from the GSM range, etc.)
7. To switch off the unit will be sent stop <secret…code>, e.g. stop 123456 to the SIM Card. This secret code is stored on the SIM CARD and is compared with values in the SMS to determine whether its authentic or not. An algorithm will prepare the secret codes. Add encryption of send SMS (optional). SMS is encoded in a certain way that only the device can decode, e.g. a string of numbers to trigger the on/off.

- Set the default secret code to say: 000000 or 123456
- Provide a way to change the secret code via SMS. The system will do this automatically.
- Create keywords for turning the kit off or on. For example; stop and start respectively.
- Implement some security for the kit, e.g. tamper proofing.
- Create a mechanism where the kit auto-locks and notifies the (solar companies) when the wrong code has been attempted more than x number of times, e.g. 2 or 3 tries.

8. Go through the complete process of running one solar kit in the system with assigning the customer etc. (NB: This can be done using the current code base and later on to be tested in the new code base).
9. Link mobile money with the GSM logic to demonstrate how the GSM works when payment is delayed, faulted, overpaid or underpaid. The payment will be attached to a certain value in terms of hours/days/weeks/months/year so that when a payment is made, it's turned into days and the GSM will be counting down to when the next payment is to be made. ==We shall provide APIs to facilitate triggering the device on/off and sending through data.==

Energy Sensors (Fetching data of the solar kits using energy sensor):
Scope of Work:
1. Real-time data, revenue grade accuracy. These are sensors with a minimum accuracy +/- 2%. Given the numerous moving parts and the cost constraints – this may not be practical. However, we can use software to fix the readings.
2. 3CT and 6CT models – monitor up to 6 circuits
3. Compatible with all inverters and systems. Different inverter sizes will have to be individually tested with the setup. For now, please share inverter specifications so that we can adapt it accordingly, i.e. the inverter wave output, input/output voltages/current, etc.
4. Production and consumption monitoring. Expected vs actual solar production. This will be calculated from the software end, i.e. sunlight intensity, coupled with specifications of the panel and the individual components that constitute the circuit.
5. Fault notifications and system health checks. This will be hardware and software based. Surges and other related circuit faults can be flagged by hardware. The software will provide additional input processing based on the sensing.
6. Calculated savings - Savings compared with using other energy alternative sources such as candles.

Overview:
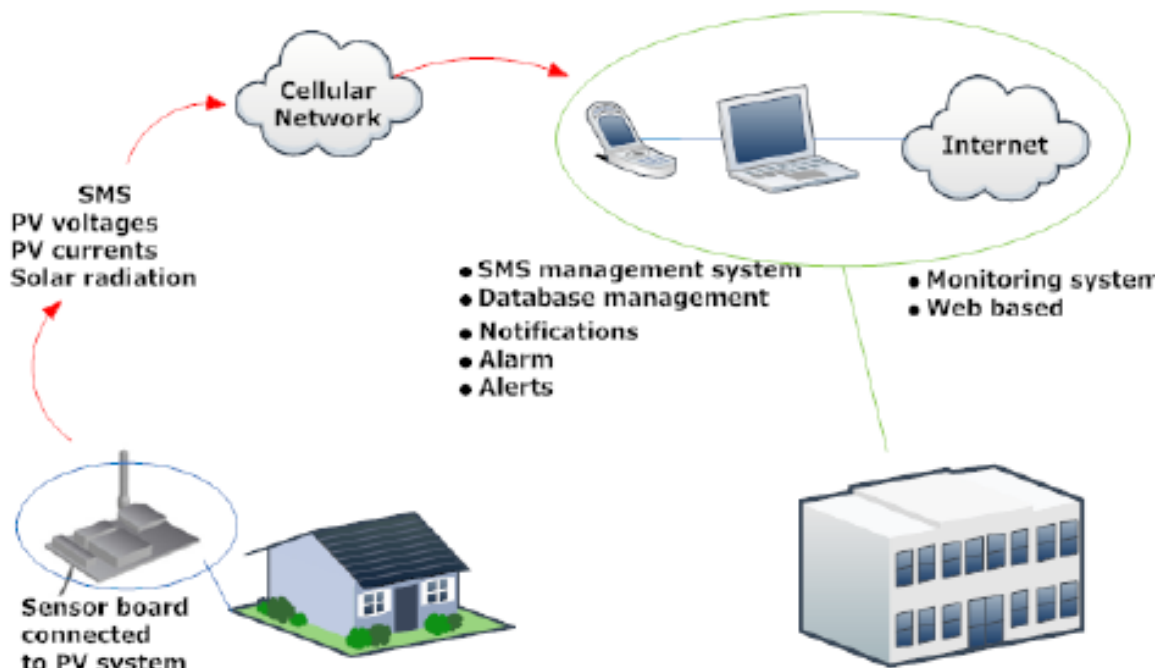
Required hardware devices {these have to be bought before the software development is done}:
- One full set solar kit of between 20 – 100Watts
- Energy sensor
- GSM modem.

Time-lines
- May 15th demonstration. To make this possible, we will need down-payment. This will go towards acquiring some components off the shelf, installing in the kits, building out a simple dashboard for demo purposes and providing support while there.
- Building a fully functioning logic with the GSM and Sensors will take maximally 4 weeks.

NB: The invoice is attached as Exhibit B

Exhibit B

ThinVoid

2nd Floor Mateeka House, Naguru
Kampala

www.thinvoid.com, email@thinvoid.com

0393515221 / 0782157074

INVOICE

BILL TO

James Dailey

gnuGrid SPC

7014 16th AVE NW Seattle WA 98117

jamespdailey@gmail.com

Invoice No: TV170306

Payment Date: 0505/2019

DESCRIPTION	QTY	UNIT PRICE	TOTAL
GSM based **ON/OFF** trigger logic	1	4000.00	4000.00
Energy sensing logic	1	3000.00	3000.00
SMS (for testing)	200	0.01	2.40
GSM modem	20	6.00	120.00
Energy sensor	20	6.00	120.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Thank you for your business!

SUBTOTAL	7242.40
DISCOUNT	0.00
SUBTOTAL LESS DISCOUNT	7242.40
TAX RATE	18.00%
TOTAL TAX	1303.63
SHIPPING/HANDLING	0.00
Balance Paid	**$8,546.03**

Notes

Payments can be made by bank transfer or mobile money.

Bank Details		**Terms of payments**
Recipient Name: ThinVoid LTD		A down payment of *60%* will insinuate that this quotation has been accepted hence work will immediately kick off.
Account Number: 0113008429		*25%,* will be paid after review and testing of all the features. This will also include provision of feedback from the client before the final products are delivered
Currency:	USD	*15%,* will be paid when the feedback from the reviews has been addressed and the final products are delivered, accepted and approved to meet the client's intended need/requirement .
Recipient Swift Code: UNAFUGKA XXX		
Bank Address: Jinja Road Branch Kampala		

Exhibit C

Separate from the Agreement set forth above, is a side Agreement outlined here, whereby the parties agree that the Consultant, shall be entitled to shares in the new company gnuGrid. (NB: Microfinance Opensource LLC is serving as the fiscal agent for gnuGrid until such time as its formal incorporation is completed.) The shares options shall be issued at a strike price of $0.01 share upon completion of the project and shall vest according to a monthly schedule over a period of 12 months.

The number of share options will be _____ (need to complete calculation) __

The Consultant will be required to sign the shareholder agreement to receive the shares.